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CLERK OF COURT
U.S. DISTRICT COURT
SAN JUAN, P.R.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civ. Action No. _____
)	
BECTON DICKINSON ACUTECARE)	
HOLDINGS, INC.; BROWNING-FERRIS)	
INDUSTRIES OF PUERTO RICO, INC.;)	
GENERAL ELECTRIC COMPANY; THE)	
MUNICIPALITY OF JUNCOS, PUERTO)	
RICO; THE PUERTO RICO LAND)	
ADMINISTRATION, AND THE PUERTO)	
RICO DEVELOPMENT AND HOUSING)	
IMPROVEMENT ADMINISTRATION,)	
)	
Defendants.)	
)	

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a Complaint in this matter pursuant to Sections 106(b) and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9606(b), 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Juncos Landfill Superfund Site in the Municipality of Juncos ("the Site"), and seeking

penalties for noncompliance with an administrative order for performance of a response action issued by EPA pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

B. Plaintiff United States and Defendants Becton Dickinson AcuteCare Holdings, Inc., Browning-Ferris Industries of Puerto Rico, Inc., and General Electric Company ("Settling Defendants"), desiring to resolve the allegations of the Complaint without incurring the additional time and expense of further litigation, now enter into this Consent Decree. By entering into this Consent Decree, Settling Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606(b), 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and 1395(a), and 42 U.S.C. § 9613(b), because the release and other events giving rise to this action occurred in this district. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have

to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.\

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

i. "Parties" shall mean the United States and Settling Defendants.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through May 22, 2003, plus accrued Interest on all such costs through such date.

k. "Plaintiff" shall mean the United States.

- l. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.
- m. "Settling Defendants" shall mean Becton Dickinson AcuteCare Holdings, Inc. (formerly Becton Dickinson Puerto Rico, Inc.), Browning-Ferris Industries of Puerto Rico, Inc., and the General Electric Company.
- n. "Site" shall mean the Juncos Landfill Superfund site, encompassing approximately 17-20 acres of land, located within the Municipality of Juncos, Puerto Rico and generally shown on the map included as Appendix 1.
- o. "Unilateral Orders" shall mean Administrative Order Index No. II-CERCLA-20301, issued by EPA with respect to the Site on September 30, 1992 and amended by EPA on June 14, 1999, and Administrative Order Index No. II-CERCLA-95-0301, issued by EPA with respect to the Site on September 29, 1995.
- q. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. Settling Defendants agree to pay a total of \$3,350,000 to the United States in reimbursement of Past Response Costs incurred by EPA at the Site. This amount shall be paid in two installments, as follows:
- a. Not later than five business days after Settling Defendants receive notice from the United States that this Consent Decree has been lodged, Settling Defendants shall deposit \$1,675,000 into an escrow account bearing interest on commercially reasonable terms, in

a federally-chartered bank (the "Escrow Account"). Upon entry of the Consent Decree by the Court, Settling Defendants shall, within five days thereof, serve written notice of such entry to the designated escrow agent for the Escrow Account, together with instructions directing that the escrow agent, within fifteen days thereof, cause the monies in the Escrow Account to be paid to EPA in accordance with the procedures set forth in Paragraphs 5 and 6 below. In the event that the United States withdraws its consent to this Consent Decree prior to entry pursuant to Paragraph 27 of this Consent Decree, or in the event the Consent Decree is not entered by the Court and either no appeal is taken within the time allowed for appeal of the Court's denial of entry or the Court's denial of entry is upheld on appeal, Settling Defendants may instruct the escrow agent to return the monies placed in escrow, together with accrued interest thereon, to Settling Defendants.

b. The remaining balance of \$1,675,000 shall be paid by Settling Defendants to EPA, in accordance with the procedures set forth in Paragraphs 5 and 6 below, no later than one year from the date of lodging of this Decree, plus accrued Interest on said remaining balance from May 22, 2003. This payment shall be adjusted to account for the difference, if any, between the amount actually paid to EPA pursuant to Paragraph 4.a of this Consent Decree, and the principal amount of \$1,675,000 plus accrued Interest on said principal amount from May 22, 2003, through the date of the Escrow Account payment made to EPA pursuant to Paragraph 4.a of this Consent Decree (the "Statutory Amount"), as follows: if the amount actually paid to EPA pursuant to Paragraph 4.a of this Consent Decree is below the Statutory Amount, the difference shall be added to the payment made pursuant to this Paragraph 4.b, and if the amount actually paid to EPA pursuant to Paragraph 4.a of this Consent Decree is above the Statutory Amount, the

difference shall be deducted from the payment made pursuant to this Paragraph 4.b.

Notwithstanding the foregoing, in the event that the United States withdraws its consent to this Consent Decree prior to entry pursuant to Paragraph 27 of this Consent Decree, or in the event the Consent Decree is not entered by the Court and either no appeal is taken within the time allowed for appeal of the Court's denial of entry or the Court's denial of entry is upheld on appeal, no payment shall be owed under this subparagraph b.

5. Payment shall be made by Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Puerto Rico following lodging of the Consent Decree.

6. At the time of payment, Settling Defendants shall also send notice to EPA and DOJ, in accordance with the provisions of Section XIII of this Consent Decree, that payment has been made.

7. Of the total amount to be paid by Settling Defendants pursuant to Paragraph 4, \$1,200,000 shall be deposited in the Juncos Landfill Site Special Account within the EPA Hazardous Substance Superfund, to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, and the remainder shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. **Interest on Late Payments.** If Settling Defendants fail to make any payment as provided under Paragraph 4 of this Consent Decree by the required due date, Interest shall accrue or continue to accrue on the unpaid balance through the date of payment.

9. **Stipulated Penalty.**

a. If any amounts due under Paragraph 4 are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and, in addition to the Interest required by Paragraph 8, shall pay to the United States as a stipulated penalty the sum of \$1,000 per violation per day that such payment is late for the first fifteen (15) days that said amount is late; thereafter the Settling Defendants shall pay \$1,500 per violation per day that said amount remains unpaid.

b. All stipulated penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA, but penalties shall accrue as provided in this Paragraph irrespective of the date of such demand or any other notice of violation of this Consent Decree. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, EPA Region II and Site Spill ID Number 0272, DOJ Case Number 90-11-2-717A, and the civil action number. Settling Defendants shall send the check (and any accompanying letter) to:

EPA - Region 2
Attn: Superfund Accounting
P.O. Box 360188M
Pittsburgh, PA 15251

c. At the time of each payment, Settling Defendants shall also send notice to EPA and DOJ, in accordance with the provisions of Section XIII of this Consent Decree, that payment has been made.

d. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to the cost of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree, including Interest and any stipulated penalties, are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, including Interest and any stipulated penalties, the remaining Settling Defendants shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of any stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse

Settling Defendants from the payment requirements set forth in Section V of this Consent Decree or from performance of any other requirement of this Consent Decree.

VII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

14. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the costs of response incurred at or in connection with the Site through May 22, 2003, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Puerto Rico, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

15. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

VIII. COVENANT NOT TO SUE BY UNITED STATES

16. Except as specifically provided in Section IX of this Consent Decree, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs, or pursuant to Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1), for civil penalties based on any noncompliance with the Unilateral Orders that occurred prior to May 22, 2003. This covenant not to sue shall take effect upon entry of the Consent Decree by the Court and shall remain in effect provided that EPA receives all payments required under Paragraph 4 of this Consent Decree and any amounts due under Section VI of this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

17. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by United States as set forth in Paragraph 16 of this Consent Decree. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, except as provided in Paragraph 16 of this Consent Decree;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

19. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree, within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

20. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it

for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

21. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by United States as provided in Paragraph 16 of this Consent Decree.

XI. ACCESS TO INFORMATION

22. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

23. **Confidential Business Information and Privileged Documents.**

a. Settling Defendants may assert business confidentiality claims covering part or all of the records submitted to EPA under this Consent Decree to the extent permitted by

and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.

2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Defendants that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Defendants.

b. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing records, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

c. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific,

chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XII. NOTICES AND SUBMISSIONS

24. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Notices and submissions from the Settling Defendants shall reference EPA Region 2 and Site/Spill Identification Number 0272, DOJ case number 90-11-2-717A, and the civil action number of this Consent Decree. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

For DOJ:

Thomas L. Sansonetti
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Attention: Section Chief, Environmental Enforcement Section

For EPA:

Luis Santos, Juncos Site RPM
Caribbean Environmental Protection Division
U.S. Environmental Protection Agency
Centro Europa Building
1492 Ponce de Leon Avenue, Suite 417
Santurce, Puerto Rico 00907-4127

Melvin Hauptman, P.E., Team Leader
Sediment Projects/Caribbean Team
Emergency and Remedial Response Division,
20th Floor
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

Henry Guzmán, Juncos Site Attorney
New York/Caribbean Superfund Branch
Office of Regional Counsel, 17th Floor
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

Donna Vizian
Regional Comptroller
U.S. Environmental Protection Agency
Financial Management Branch - 29th Fl.
290 Broadway
New York, New York 10007-1866

As to Settling Defendants:

For General Electric Company:

David Rifkind, Esq.
GE Corporate Environmental Programs
640 Freedom Business Center
King of Prussia, Pennsylvania 19406

For Becton Dickinson AcuteCare Holdings, Inc.:

Bruce J. Hector, Esq.
Associate General Counsel
Becton Dickinson & Company
1 Becton Drive
Franklin Lakes, New Jersey 07417

For Browning Ferris Industries of Puerto Rico, Inc.:

Jo Lynn White, Esq.
Allied Waste Industries
15880 North Greenway-Hayden Loop, Suite 100
Scottsdale, Arizona 85260

and in each case with a copy to:

Hunton & Williams LLP
1900 K Street, N.W.
Washington, DC 20006
Attention: Jeffrey N. Martin

XIII. RETENTION OF JURISDICTION

25. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION

26. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Defendants with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

27. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

28. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

29. Each undersigned representative of a Party to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

30. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

31. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local

rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVII. FINAL JUDGMENT

32. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants as to the matters addressed within the scope of this Consent Decree. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2003.

United States District Judge
District of Puerto Rico

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

FOR THE UNITED STATES:

U.S. Department of Justice
Environment and Natural Resources Division

Date: 8.4.04

THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division

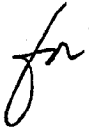
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District of Puerto Rico
Torre Chardon , Suite 1201
350 Carlos Chardon Avenue
San Juan, PR 00918

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

U.S. Environmental Protection Agency

Date: July 16, 2004

 JANE M. KENNY
Regional Administrator
U.S. Environmental Protection Agency
290 Broadway
New York, New York 10007-1866

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

FOR THE GENERAL ELECTRIC COMPANY:

Date: 7-1-04

8 7

FOR BECTON DICKINSON ACUTECARE HOLDINGS, INC.:

Date: 7/15/04

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Becton Dickinson AcuteCare Holdings, Inc., et al.*

FOR BROWNING-FERRIS INDUSTRIES OF PUERTO RICO, INC.:

Date: 6-21-04
